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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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D.B. ZWIRN SPECIAL OPPORTUNITIES	:
FUND, L.P.,	:
	:
Plaintiff,	:
	:
- against -	:
	:
TAMA BROADCASTING, INC.,	:
	:
Defendant.	:
-----	X

Civil Action No. 08 Civ. 3125(SAS)

**ANSWER OF DEFENDANT
TAMA BROADCASTING, INC.**

Defendant Tama Broadcasting, Inc. ("Tama") for its Answer to the Complaint:

1. Denies the allegation set forth in paragraph 1 and refers to the Amended Financing Agreement for the terms thereof.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2.
3. Admits the allegations in paragraph 3, except denies that Tama owns and operates radio stations throughout Florida and Georgia insofar as it does not hold any licenses from the Federal Communications Commission to do so.
4. Denies the allegations in paragraph 4 and refers to the Amended Financing Agreement for the terms thereof.
5. Admits the allegations in paragraphs 5 through 11.

6. Denies the allegations in paragraph 12 and refers to the Amended Financing Agreement for the terms thereof, except admits that Tama has failed to pay certain of its obligations under the Amended Financing Agreement.

7. Denies the allegations in paragraph 13, except admits entering into the Forbearance Agreement and refers to the Forbearance Agreement for the terms thereof.

8. Denies the allegation in paragraph 14 and refers to the Forbearance Agreement for the terms thereof, except admits that Tama has not made any payments since February 15, 2007.

9. Denies the allegations in paragraph 15 and refers to the Amended Financing Agreement for the terms thereof.

10. Denies the allegations in paragraph 16 and refers to the Amended Financing Agreement for the terms thereof, except admits that Tama has failed to pay certain amounts due and that plaintiff seeks the relief stated therein.

11. Denies the allegations in paragraph 17, except admits that plaintiff seeks the relief requested therein.

12. Denies the allegations in paragraph 18 and refers to the Amended Financing Agreement for the terms thereof.

13. The allegations in paragraphs 20 through 23 are legal conclusions to which no answer is required, but to the extent any answer is required, such allegations are denied.

FIRST DEFENSE

This action should be dismissed by reason of plaintiff's failure to join indispensable parties.

SECOND DEFENSE

The relief requested is violative of Federal Communications Act Section 310(d).

THIRD DEFENSE

The relief requested is violative of the Federal Communications Commission policy against the transfer of bare licenses.

FOURTH DEFENSE

The action should be stayed in light of the pendency of Federal Communications Commission Complaint EB-08-IH-0692, *Tama Broadcasting, Inc. v. D.B. Zwirn, Bernard Radio and Straight Way Radio*.

WHEREFORE, Tama respectfully requests the complaint be dismissed.

Dated: April 15, 2008

s/ David Wawro
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